

KSU Data and Information Confidentiality Agreement Enterprise Information Management & Institutional Research (EIM&IR)

I understand that my right to access, view, use, store and manipulate data using my EIM&IR data warehouse user account is subject but not limited to the following laws, regulations and policies:

Family Educational and Privacy Rights (FERPA), Part 4, Records and Privacy

<https://web.kennesaw.edu/registrar/parents/ferpa><http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=usc&docid=Cite:+20USC1232g>

Health Insurance Portability and Accountability Act of 1996 (HIPAA)

http://www.usg.edu/business_procedures_manual/bpm-sect12.pdf

University System of Georgia Board of Regents Ethics Policy

http://www.usg.edu/policymanual/section8/policy/8.2_general_policies_for_all_personnel/#p8.2.20_university_system_of_georgia_ethics_policy

University System of Georgia Board of Regents Protection and Security of Records

http://www.usg.edu/business_procedures_manual/bpm-sect12.pdf

Kennesaw State University Enterprise Information Security Policy

<http://www.kennesaw.edu/infosec/eisp.html>

Kennesaw State University Employee Handbook, Section 804 Conduct Guidelines and 804.1 Examples of Inappropriate Conduct

<http://www.kennesaw.edu/hr/handbook.shtml>

Official Code of Georgia , 10-1-911 (5) "Personal Information"

<http://law.justia.com/georgia/codes/10/10-1-911.html>

Institutional Review Board (IRB) Use of Student Data in Research

<http://www.kennesaw.edu/irb/FERPA.html>

Public Information

Although any individual has the right to request and receive information per the **Georgia Open Records Act**, you as an employee of Kennesaw State University must hold these records confidential. All Open Georgia Records Act requests must be made in writing and should be forwarded immediately to the **Office of Legal Affairs or to the President's Office**.

Student Information

The **Family Educational Rights and Privacy Act of 1974 (FERPA)** as amended affords students the right to have their personal information and educational records held in confidence with limited exceptions. These policies prohibit the distribution of individually identifiable confidential data, but permit aggregate or statistical reporting so long as identities cannot be derived. It is your responsibility to ensure that any aggregate value less than 5 (five) is not included in reports when released to the general public. In addition, it is your responsibility to ensure such records are excluded

Please sign and forward along with your associated User Account Request Form to the associated Department.

from the listing reports generated in a self-service capacity as appropriate to the institution. Please refer to the KSU Confidentiality of Records for guidance and responsibilities related to Directory Information. Use of student information FOR RESEARCH PURPOSES is not allowable without prior written consent of the student and IRB approval.

Benefit Information

The **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** affords employees the right to have their participation in certain health plans held in confidence and protected against unauthorized disclosure of personal health records.

User Responsibility

I understand that access to Kennesaw State University computer systems and networks, including EIM systems, data marts and/or the KSU data warehouse is granted solely for legitimate and authorized purposes pertaining to my job duties. My failure to comply with the terms of this agreement will have consequences that may result in disciplinary action as well as possible criminal prosecution as outlined in the laws, regulations, and policies previously listed.

Therefore, I will:

1. Access, copy, and/or store data solely in performance of my job responsibilities, limiting perusal of contents and actions taken to the least necessary to accomplish the task per the KSU Data Use Policy.
2. Not seek personal benefit or permit others to benefit personally, from any data and/or information that I may have access through my work assignments and job responsibilities either authorized and/or unauthorized.
3. Not intentionally or knowingly include, or cause to be included a false, inaccurate or misleading entry in any KSU owned data and/or report.
4. Not intentionally or knowingly alter and/or delete a true and correct entry in any KSU owned data and/or report.
5. Not permit unauthorized use of any data and/or information KSU computer systems or records.
6. Not release KSU data and/or information other than what is required for the completion of my job responsibilities.
7. Not exhibit and/or divulge the contents of any KSU owned data and/or information to any person except as required for the completion of my job responsibilities.
8. Limit access to data and/or information contained in, or obtained from, KSU computer systems to authorized persons.
9. Report any incidents of non-compliance with the terms of this agreement to my supervisor.

By signing and dating this agreement in the spaces provided below, I certify that I have read and agree to its terms. In addition, I understand the agreement remains in effect continuously for the duration of my employment by Kennesaw State University. I also agree that, when my employment with Kennesaw State University ends, I will not keep in my

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possession, recreate or deliver to anyone else, any confidential, sensitive, and/or proprietary information (regardless if it is labeled as such) that I acquired while employed by Kennesaw State University.

Employee Name

Employee Signature

Date

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